

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims (the “Agreement”) is made and entered into by and between Charlotte Jackson (“Jackson”), and the City of Greensboro (the “City”). Jackson and the City are each a “Party” and collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, Jackson was employed by the City as a Greensboro Police Department (“GPD”) officer until her resignation from that position on 29 September 2016.

WHEREAS, Jackson was involved, along with another officer, Travis Cole (“Cole”), in the arrest on 17 June 2016 of Dejuan Yourse (“Yourse”).

WHEREAS, at the time of that arrest, Jackson was assigned to the Patrol Bureau, under the command of Deputy Chief James Hinson.

WHEREAS, the Greensboro Police Department initiated an investigation of the facts and circumstances surrounding the arrest of Yourse and the involvement of Cole and Jackson in the arrest and subsequent events, including without limitation the accuracy of the report submitted by Jackson regarding the arrest.

WHEREAS, the aforementioned investigation was ongoing at the time of Jackson’s resignation.

WHEREAS, after Jackson’s resignation, a Bureau Level Hearing found that a charge of violating GPD Directive 1.5.22 (Submission of Reports) should be sustained.

WHEREAS, the Greensboro City Council, by Resolution, approved the public release of portions of the body-worn camera footage related to the arrest of Yourse captured on the body-worn cameras of both Cole and Jackson.

WHEREAS, on 23 May 2018, Jackson filed a lawsuit captioned “Charlotte Jackson, Plaintiff, v. City of Greensboro, North Carolina, Defendant” (M.D.N.C., No. 1:18-CV-437), in the United States District Court for the Middle District of North Carolina (the “Litigation”).

WHEREAS, in the Litigation, Jackson asserts that certain events occurring prior to her resignation from GPD, including events related to the investigation of Jackson, were unlawful and in violation of her rights under the United States Constitution and the North Carolina Constitution.

WHEREAS, Jackson and the City agreed to meet in a pre-answer mediation with the aid of a third-party neutral;

WHEREAS, Jackson and the City’s representatives reached agreement in principle on the terms for a resolution of the Litigation and related issues, as reflected in a Mediation Term Sheet, to present to the Greensboro City Council, subject to approval by the Greensboro City Council;

WHEREAS, Jackson, on behalf of herself, her heirs and assigns, and the City, on behalf of itself and its current and former employees and elected officials, now desire to settle fully and finally all of Jackson’s claims that have been or could be the subject of any civil litigation or disagreements that have arisen or could have arisen from the beginning of time through the date of this Agreement;

WHEREAS, the Greensboro City Council approved the settlement of the Litigation on 6 August 2018 on the terms set forth below;

NOW, THEREFORE, in consideration of the promises and payment by the City to Jackson, as set forth below, the receipt and sufficiency of which is hereby expressly acknowledged, Jackson and the City hereby agree as follows:

1. **Payment.** The sum of Eleven Thousand Five Hundred and 00/100 Dollars (\$11,500.00) will be paid by the City to Jackson (the “Settlement Proceeds”). This payment will be made by check issued to the Frazier, Hill & Fury, RLLP Trust Account. This payment shall be made no later than ten (10) business days from the Effective Date.

2. **Release and Discharge.** In consideration of the aforesaid payment, Jackson, on behalf of herself, her heirs and assigns (the “Releasor”), does hereby fully release, remise, and forever discharge the City, including its current and former employees, elected officials, attorneys, agents, servants, representatives, predecessors, successors, parents, subsidiaries, affiliates, insurers, and assigns (the “Released Parties”) from any and all claims, demands, actions, or causes of action which have arisen or that could have arisen from the beginning of time through the date of this Agreement, including without limitation all claims that have been, or could have been, asserted against the City or any current or former City employee or elected official in the Litigation.

3. **Unknown Claims.** The Parties expressly understand, acknowledge and assume the risk that claims and/or liabilities may exist but presently be unknown or that losses resulting from such claims or liabilities may be presently unknown or overestimated or underestimated in amount or severity, and that the Parties have taken the possibility of the unknown, underestimated or overestimated claims and liabilities into account in entering into this Agreement. Each of the Parties understand the provisions of this Paragraph and knowingly and voluntarily enter into this waiver with the intention of executing this Agreement to discharge any and all present and future, foreseen and unforeseen, known and unknown claims and causes of action as provided in this Agreement (including without limitation as to the City’s current and former employees). Each of the Parties acknowledges and agrees that this waiver is an essential

and material term of this Agreement, and that, without such waiver, that Party would not have entered into this Agreement.

4. **No Admission of Liability.** It is understood and agreed that this Agreement does not constitute and is not to be construed as an acknowledgment of liability or responsibility on the part of any Released Party, whether arising under contract, law, or equity, liability and damages being expressly denied, but is hereby made solely for the purpose of terminating the controversy between the parties and avoiding the expense, inconvenience, and risks of litigation.

5. **Dismissal With Prejudice.** Within five (5) business days of the delivery of the Settlement Proceeds, Jackson will cause to be filed a Notice of Dismissal With Prejudice pursuant to Fed. R. Civ. P. 41(a)(1)(A)(i).

6. **Fees and Costs.** It is understood and agreed that the sum being paid pursuant to Paragraph 1 is inclusive of all third-party liens, damages, litigation expenses, interest, counsel fees, insurance coverage, and any costs whatsoever that could be chargeable to any Released Party. Each Party shall bear his/her/its own costs and attorneys' fees incurred in connection with the Litigation, this Agreement, all matters referred to herein, and all related matters.

7. **No Other Liens or Claims.** The Releasor warrants and represents that there are no other claims by herself or others and no liens or claims for any expense or any other lien or claim of any kind or character related to or arising out of the claims that are the subjects of the Litigation and/or this Agreement.

8. **No Other Payments to be Made.** The Releasor understands and acknowledges that the consideration mentioned in Paragraph 1 is all the monies and/or property ever to be paid as a result of or in any way arising out of or connected with the Litigation and this Agreement. The Releasor agrees that she will be fully responsible for payment of any medical expenses,

hospital liens, and subrogation liens (in the unlikely event that there should be any) and that the Releasor shall be fully responsible for payment of any legal fees, court costs, and any other expenses, past, present or future, incurred by or on behalf of the Releasor and related to or in any way arising from or connected with the Litigation.

9. **Complete Release.** It is understood and agreed that this is a full, final, and complete release by the Releasor, and that the terms of this Agreement may not be changed orally. The Releasor further agrees and acknowledge that this written Agreement sets forth all of the terms and conditions between her and the Released Parties concerning the subject matter of this Agreement, superseding all prior oral and written statements and representations (including specifically the Mediation Term Sheet), and that there are no terms or conditions between the Parties except as specifically set forth in this Agreement.

10. **Authority to Execute Agreement.** Each signatory to this Agreement represents and warrants that he/she is authorized to execute this Agreement and to fully release any and all claims arising from or related to the Litigation as set forth in Paragraph 2. Each signatory represents and warrants that no other person or entity has any rights or interests in the claims and items hereby released by way of assignment or otherwise. Each signatory further represents and warrants that he/she has the full power and authority to review and execute this Agreement and to be bound by its terms (or, in the case of corporate parties, to bind the corporate party by this Agreement).

11. **Drafting of Document; Reliance and Tax Indemnity.** This Agreement has been jointly drafted by counsel for Jackson and counsel for the City. Each Party warrants, represents, and agrees that he/she/it is not relying on the advice of any other Party or any other Party's attorneys, including as to the legal and/or income tax consequences of this Agreement.

Jackson agrees that, should any taxing authority assess any taxes, penalties, or interest against either Party as a result of the payment of the Settlement Proceeds by the City to Jackson, Jackson will be solely responsible for the taxes, penalties, or interest, if any, which may be owed to any governmental agency as a result of the payment of the Settlement Proceeds by the City to Jackson, and Jackson agrees that she will indemnify, defend, and hold harmless the City for any such taxes, penalties, and interest. The Releasor hereby releases and discharges the Released Parties and their attorneys from any and all claims, rights, damages and costs of any nature whatsoever that may hereinafter arise by reason of the legal or income tax consequences of this Agreement.

12. **Representation of Comprehension of Agreement.** Each Party acknowledges that he/she/it has read this Agreement, that he/she/it has had the advice of counsel, and that no promise or representation of any kind, except as herein expressly set forth, has been made by any Released Party or anyone acting for any Released Party. Each Party has relied fully and completely on his/her/its own judgment and the advice of counsel in executing this Agreement.

13. **Other Documents.** Each Party and his/her/its counsel agree to execute any other documents necessary to effectuate fully the terms of the compromise and settlement.

14. **Execution of Agreement.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. A copy of any signature page, including without limitation a facsimile copy or scanned electronic copy, shall be valid and as binding as an original signature.

15. **Governing Law and Forum.** This Agreement shall be construed in accordance with the laws of the State of North Carolina, without regard to its conflicts of laws provisions.

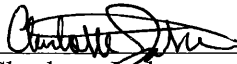
Each Party further agrees that the courts sitting in North Carolina shall have exclusive jurisdiction over any suit, action, or proceeding arising out of or relating to this Agreement.

16. **Recitals Contractual.** The Recitals above are contractual and are a part of the Agreement among and between the Parties.

17. **Effective Date.** This Agreement shall be effective after all the Parties have executed this Agreement, with signed counterparts delivered to counsel for the other Parties.

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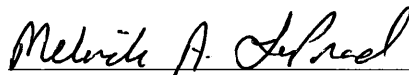
Executed this the 16th day of August, 2018.


Charlotte Jackson

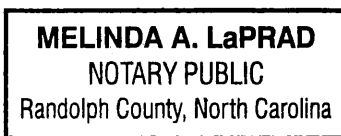
STATE OF NORTH CAROLINA
Guilford COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Charlotte Jackson.

Today's Date: August 16th, 2018


[Notary's signature as name appears on seal]

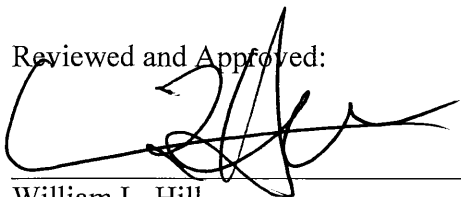
Melinda A. LaPrad
[Notary's printed name as name appears on seal]



My commission expires: 1-14-21

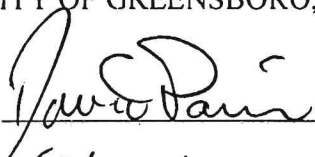
[Affix Notary Seal in Space Above]

Reviewed and Approved:



William L. Hill
Frazier, Hill & Fury, RLLP
P.O. Drawer 1559
Greensboro, NC 27402
Counsel for Charlotte Jackson

THE CITY OF GREENSBORO, NORTH CAROLINA

By: 
Title: City Manager

Date: 8-16-18

Reviewed and Approved:



Stephen M. Russell, Jr.
Mullins Duncan Harrell & Russell PLLC
300 N. Greene St., Suite 2000
Greensboro, NC 27401
Counsel for the City of Greensboro